

EXHIBIT

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## NFL.COM - SUBSCRIPTIONS - TERMS AND CONDITIONS

**Effective Date: June 8, 2012**

**Updated: June 28, 2019**

The following Subscription, Authentication and Mobile Products Terms and Conditions govern your use of the subscription, authentication and mobile products offered by the NFL from time to time. These Subscription, Authentication and Mobile Products Terms and Conditions supplement the Web Site Terms and Conditions, which can be found at [www.NFL.com/help/terms](http://www.NFL.com/help/terms) and are incorporated herein by reference. All defined terms not otherwise defined herein have the meaning ascribed to them in the Web Site Terms and Conditions.

These Terms apply to the following subscription, authentication and mobile products:

**NFL Game Pass** available to users in the United States, Bermuda, Antigua, the Bahamas, and any U.S. territories, possessions and commonwealths (including American Samoa, Guam, Puerto Rico and the U.S. Virgin Islands (collectively, the "**NFL Game Pass Domestic Included Territories**")): includes access to live and archived video of NFL preseason games, archived video of regular season and post-season games); and live game audio) (To learn more about NFL Game Pass, visit the FAQ page here: <https://digitalcare.nfl.com/hc/en-us/categories/200275708-Game-Pass>);

**NFL RedZone Mobile** (access to live online video streaming of NFL Network)(NFL Game Pass and NFL Network Online collectively referred to herein as the "**Subscription Products**");

We have contracted with a third party to operate some of the above listed Subscription Products on our behalf.

**NFL App, NFL Fantasy and other NFL wireless applications** ("**NFL Mobile Products**");

**NFL Network and NFL RedZone Authentication Products** (access to live online streaming of NFL Network and NFL RedZone available to customers who subscribe to NFL Network and NFL RedZone with certain authorized television providers) (the "**Authentication Products**", and together with the Subscription Products and NFL Mobile Products, the "**Products**"); and

### 1. **Access to the Products**

(a) NFL Game Pass is only available to users within the NFL Game Pass Domestic Territories. You are not authorized to use NFL Game Pass if you are located outside of any of the NFL Game Pass Domestic Territories, and you agree not to access or attempt to access NFL Game Pass from any territory outside of the NFL Game Pass Domestic Territories.

(b) NFL Mobile Products are available to all mobile users on a cross-carrier basis. However, certain content contained in the NFL Mobile Products may only be available to customers of select wireless plans, customers located within select countries, customers using certain devices, customers accessing data on a wireless network or on a subscription basis.

(c) NFL Network and NFL RedZone Authentication Products are only available in the United States to subscribers of NFL Network and/or NFL RedZone who have an account in good standing with an authorized distributor of NFL Network and NFL RedZone. Access to the Authentication Products may be limited to certain devices.

## **2. Registration, Username, Password, Security**

**Registration:** Registration is required for the use of the Products. We will not grant any user access to the Products unless he or she has completed the necessary registration and paid the fees, if any, associated with access to such Products.

**Username and Password:** Your username and password will be your identity for purposes of accessing the Products.

## **3. Special Terms and Conditions Applicable to Subscription Products**

We are not responsible for any error in copy or images relating to any Subscription Product. The specific Subscription Products and range of payment options (e.g., season) offered each NFL season may change at our sole discretion.

In order to purchase a Subscription Product, you may be required to provide complete and accurate personal information, including, without limitation, your name, address, telephone number, e-mail address, credit card information and billing address. Our Privacy Policy explains how such information may be used by us. Your ability to purchase Subscription Products is subject to limits established by your credit card issuer. You must notify us immediately of any change in your credit card information, including any change to your home address. By utilizing a credit or debit card or any other payment method for purchase of any of the Products, you authorize us to charge such card on a periodic basis as specified in the amount described on the applicable Subscription Product purchase path(s).

## **4. Subscription Fees; Billing and Automatic Renewal; Free Trials; Refunds**

**Fees:** We reserve the right to modify the price of any Product. You can find the current fee for the applicable Product (the "Fees") posted on the informational page(s) where the Product is located. You agree to pay all Fees and other Fees (including any applicable Transaction Taxes (as defined below) incurred in connection with your access to any Product, at the rates in effect when the charges were incurred. We may change the Fees, or add new Fees, upon prior notice to you either by e-mail or publishing the changes on the web or mobile pages where the Product is located. You acknowledge and agree that you shall be responsible for reviewing the Products schedule of Fees from time to time for changes, and you further agree that changes shall be effective when posted on the informational page(s) where the Product is located.

**Taxes:** You are responsible for any sales, use, excise, gross receipts, personal property, privilege, value added tax liabilities and any other duties or other transaction taxes or charges (collectively hereinafter the "Transaction Taxes") imposed by any governmental entity for any Product provided under the Agreement, excluding only taxes based solely on our income.

### **Billing; Automatic Renewal:**

For Subscription Products billed on a seasonal or annual basis (e.g., NFL Game Pass - Season Plus Subscription), the term begins when you purchase and ends before the start of the following year's NFL Preseason (approximately July 31), with one-time billing immediately following your purchase. For Subscription Products billed on a monthly basis, you agree to pay the total Fees during the term of the Subscription Product you selected in the number of equal installments identified during your purchase. The first installment will be billed immediately upon your subscription and the remaining number of installments will be billed on a monthly basis thereafter until the total Fees have been paid. If you cancel your Subscription Product before making all of the installment payments, you agree to pay the remaining unpaid balance of the Subscription Product you selected.

For Subscription Products that include an auto-renewal option (e.g., Season Plus Subscription of NFL Game Pass ), unless you elect not to participate in the auto-renewal option, your seasonal

subscription will automatically renew on approximately August 1 of the next year at the current year's full season Fees (plus any applicable Transaction taxes) for the applicable Subscription Product for the entire NFL Season. To cancel the annual automatic renewal feature visit the My Account page or for instructions and answers to other questions visit the FAQ page here: <https://digitalcare.nfl.com/hc/en-us/categories/200275708-Game-Pass> and contact support via 'Submit a Request' in the upper-right corner of this page.

**Free Trials:** Your access may start with a select amount of time in which you may use the Subscription Product for free (the "Free Trial") depending on certain promotions which may or may not be offered during the season or on a given platform or for a given Subscription Product. Subscription Products that start with a Free Trial will be subject to all applicable Fees following completion of the Free Trial unless you cancel your order in accordance with the applicable instructions. Some platforms and Subscription Products do not offer a Free Trial. To cancel a Subscription Product during your Free Trial (to the extent applicable), please visit your My Account Page. For any additional questions please visit the FAQ page here: <https://digitalcare.nfl.com/hc/en-us/categories/200275708-Game-Pass>.

**Refunds:** In order to provide the highest customer satisfaction possible, we will refund the purchase price paid for any Subscription Product, as follows:

If you have purchased a Subscription Product (e.g., Season Plus Subscription) and:

- Your access to such Subscription Product is cancelled by you within (i) three (3) days of the purchase date for any purchase made following a Free Trial of such Subscription Product, or (ii) (3) days of the purchase date for any purchase made without the completion of a Free Trial, we will make a reasonable effort to refund to the payment method (e.g., to your credit card) you used to subscribe to such Subscription Product an amount equal to the total amount you paid for access to the Subscription Products in the current term of your subscription. If your access to such Subscription Product is cancelled by you after the time period specified above, you will not be eligible for a refund; or
- Your access to the Subscription Product is cancelled by us at any time, we will make a reasonable effort to refund to the payment method (e.g., to your credit card) you used to subscribe to such Subscription Product a prorated amount equal to the total amount you paid for access to the Subscription Product in the current term of your subscription times the fraction of the term of your subscription that remains on the date of termination, except if we allege that you have violated the Terms of Use, in which case you will not be eligible for a refund.

If you have purchased a Season Plus Subscription of NFL Game Pass and have enrolled in the automatic renewal feature and your access to such Subscription Product is cancelled by you within (7) days of the automatic renewal date, we will make a reasonable effort to refund to the payment method (e.g., to your credit card) used to subscribe to such Subscription Product an amount equal to the total amount you paid for access to the Subscription Product in the current term of your subscription.

If you made an in-app purchase in the NFL Mobile Products or NFL Game Pass applications, (i) for iOS and Windows, refunds must be requested from the online store where you made your purchase in accordance with the refund policies of that store; and (ii) for Google, any requests must be made through by clicking on 'Submit a Request' on this page: <https://digitalcare.nfl.com/hc/en-us/categories/200275708-Game-Pass>.

If we are unable to post a refund to your credit card, including because your credit card account is closed or otherwise unavailable when we attempt to post the refund, or if we allege that you have violated the Terms of Use, you agree that you will forfeit the amount due to you (if any) under this paragraph. Please note that we may not be able to post refunds for subscriptions that

are paid for through the use of "single use" credit card numbers or similar "disposable" payment methods. We recommend that you do not use these payment methods to pay for your subscription to the Subscription Product; if you choose to use them despite our recommendation, you do so at the risk that we may not be able to provide you with a refund under this paragraph.

Our decision to grant or deny refunds will be based on purchase type and the time that has elapsed between the purchase date and the initial refund request date, regardless of actual use of the product.

Our reasonable effort to provide you with a refund, as described above, will be your exclusive remedy if you or we terminate your access to the Subscription Products, including in the event that you claim we breached our obligations to you.

5. **Availability:** The availability of the Products may be affected by a variety of factors, including game delays or cancellations, application of the National Football League's broadcast policy (which prohibits broadcast of football games under certain circumstances and in certain areas), technical problems or network delays, program rescheduling, or other reasons. In addition, please note that the content accessible via the Products may vary based on your geographic location and viewing platform. You agree that we are not obligated to provide you with any specific content under this Agreement.

6. **Termination:** You may request that we terminate your access to any Subscription Product by contacting NFL Digital Care here: Game Pass: <https://digitalcare.nfl.com/hc/en-us/articles/223175648-Cancellation-Refunds>. If your access to a Subscription Product has been terminated, you may be entitled to a refund as set forth above.

7. **Your Contact Information:**

By accepting this Agreement, you agree that we may notify you about changes to Fees, autorenewal information, and/or the Products by sending an e-mail message to your e-mail address on file with us and by publishing such notices from time to time on the informational page(s) of the applicable Product. It is your responsibility to notify us of any change in your e-mail address by logging in to the applicable Product and using the online account management tool. If your e-mail service includes functionality or software that catalogues your e-mails in an automated manner, it is your responsibility to ensure that those e-mails we send to you reach your inbox, either by routinely monitoring your bulk, junk and/or spam e-mail folders or by adding us to your address book or safe senders list.